

4507

BILL NO. S-79-06-30

SPECIAL ORDINANCE NO. S-122-79

AN ORDINANCE approving Sewer Contract No. 304-78, between the City of Fort Wayne, Indiana and Ground Services, Inc., for Covington Rd./Ardmore Ave. Area.

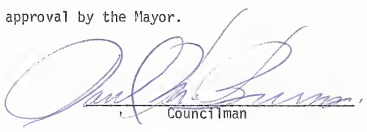
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. That a certain contract, dated June 11, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Ground Services, Inc., Contractor, for:

Construction of sanitary sewer in Interurban Acre Addition, Crestholme Amd. Addition & Hartman's Outlots (Covington Rd./Ardmore Ave. Area),

under Board of Public Works Sewer Contract No. 304-78, at a total cost of \$173,362.50, all as more particularly set forth in said contract which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO
FORM & LEGALITY

William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by

C. Burns, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-26-79

Charles W. Winterman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 7-24-79

Charles W. Winterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 122-79 on the 24th day of July, 1979.
ATTEST: (SEAL)

Charles W. Winterman
CITY CLERK

Winfield C. Wingo Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of July, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Winterman
CITY CLERK

Approved and signed by me this 31st day of July, 1979, at the hour of 3 o'clock _____ M., E.S.T.

Rahab Edmonstone
MAYOR

Read the first time in full and on motion by _____, seconded by

_____, and duly adopted, read the second time by title and referred to the Committee on _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: _____

CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>2</u>	<u>7</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: _____

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. _____ on the _____ day of _____, 19____,
ATTEST: (SEAL)

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____, at the hour of _____ o'clock _____ M., E.S.T.

CITY CLERK

Approved and signed by me this _____ day of _____, 19____,
at the hour of _____ o'clock _____ M., E.S.T.

MAYOR

Handwritten: H. B. Burns

Bill No. S-79-06-30

Handwritten: H. B. Burns

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving Sewer Contract No. 304-78, between the City of
Fort Wayne, Indiana and Ground Services, Inc., for Covington
Rd./Ardmore Ave. Area

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance or *Handwritten: Paul M. Burns* PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

Handwritten: 7-24-79

DATE

CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK

CONTRACT NO. 304-78

THIS CONTRACT made and entered into in triplicate this 11 day of June, 1979, by and between GROUND SERVICES, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Main Line:

Beginning at an existing manhole located 7± L.F. south of the southeast corner of lot #79 of Interurban Acre Addition as recorded in Plat Book 3 page 75; thence northwesterly 380± L.F. to a proposed manhole located 150± L.F. west of and 120± L.F. north of the southeast corner of lot #29 of Hartman's Outlots as recorded in Deed Record 52 page 478; thence west 1377± L.F. to a proposed manhole located 5± L.F. south of the southwest corner of lot #4 of Crestholme Amd. Addition as recorded in Plat Book 8 page 50; thence south 795± L.F. to a proposed manhole located 10± L.F. west of and 30± L.F. south of the southwest corner of lot #10 of said Crestholme Amd. Addition; thence west 1055± L.F. terminating at a proposed manhole located 15± L.F. west of and 10± L.F. south of the Northwest corner of lot #33 of said Crestholme Amd. Addition.

Lateral #A

Beginning at a proposed manhole located 5± L.F. south of the southwest corner of lot #4 of Crestholme Amd. Addition as recorded in Plat Book 8, page 50; thence north 385± L.F. terminating at a proposed manhole located 5± L.F. south of the northwest corner of lot #2 of said Crestholme Amd. Addition.

Lateral #B

Beginning at a proposed manhole located 6± L.F. north of and 2± L.F. west of the southwest corner of lot #7 of Crestholme Amd. Addition as recorded in Plat Book 8, page 50; thence east 6± L.F. terminating at a proposed bulkhead.

Lateral #C

Beginning at a proposed manhole located 10± L.F. west of and 30± L.F. south of the southwest corner of lot #10 of Crestholme Amd. Addition as recorded in Plat Book 8, page 50; thence east 240± L.F. terminating at a proposed manhole.

Lateral #D

Beginning at a proposed manhole located 52± L.F. west of and 10± L.F. north of the northwest corner of lot #30 of Crestholme Amd. Addition as recorded in Plat Book 8, page 50; thence north 550± L.F. to a proposed manhole.

Lateral #E

Beginning at a proposed manhole located 5± L.F. south of the northwest corner of lot #2 of Crestholme Amd. Addition as recorded in Plat Book 8, page 50; thence east 135± L.F. terminating at a proposed Cleanout.

Said sewer shall be 8" and 24" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11024, Sheet 1 through 13, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$173,362.50. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

Base Bid

24" RCP Class III	Twenty-seven and 50/100 dollars	27.50
C.F.W. STD. M.H. Type I-A	Ten hundred and 00/100 dollars	1000.00
C.F.W. STD. M.H. Type V-A	Fifteen hundred and 00/100 dollars	1500.00
#53 or #73 Backfill	Seven and 00/100 dollars	7.00
Special Backfill	Five and 00/100 dollars	5.00
6" "T" or "V" to P.L. or E.L.		
Including Permit	Four hundred and 00/100 dollars	400.00
6" Stone Surface (Driveways)	Two and 00/100 dollars	2.00
12" Deep Strength Asphalt		
(Trench)	Forty and 00/100 dollars	40.00
4" - 12" Field Tile Replace.	Six and 00/100 dollars	6.00
2" Asphaltic Surface (½" Surface & 1½" Binder)	Ten and 00/100 dollars	10.00
Double Chip & Seal	Two and 00/100 dollars	2.00
12" Reventment Rip Rap	Six and 00/100 dollars	6.00
Seeding & 2" Mulch	No and 45/100 dollars	0.45
4" - 18" Tree Removal	Two hundred and 00/100 dollars	200.00
Landscaping (1" - 3" Trees)	Fifty and 00/100 dollars	50.00
Remove & Replace New Fence	Two and 50/100 dollars	2.50
Guard Rail (Remove & Replace)	Twenty and 00/100 dollars	20.00
Concrete Walk Replacement	One hundred and 00/100 dollars	100.00

Alternate "A"

8" VCP C-700	Fourteen and 00/100 dollars	14.00
C.F.W. STD. M.H. Type I-A	Ten hundred and 00/100 dollars	1000.00
C.F.W. STD. Clean Out	Three hundred and 00/100 dollars	300.00
#53 or #73 Backfill	Seven and 00/100 dollars	7.00
Special Backfill	Five and 00/100 dollars	5.00
6" "T" or "Y" to P.L. or E.L.		
Including Permit	Four hundred and 00/100 dollars	400.00
6" Stone Surface (Drives)	Five and 00/100 dollars	5.00
Seeding & 2" Mulch	No and 45/100 dollars	0.45
Brush & Tree Removal		
(Lateral "D")	Ten hundred and 00/100 dollars	1000.00

Alternate "B"

Guard Rail Replacement (New)	Fifty and 00/100 dollars	50.00
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ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached. and incorporated herein and made a part hereof (NE/1 - NE/3).

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 304-78
- B. Instructions to Bidders for Contract No. 304-78
- C. Contractor's Proposal Dated March 2, 1979
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11024
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted February 26, 1976 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.

- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 200 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY:

Anderson M. Henry
, President

BY:

Anderson M. Henry Jr.
, Secretary

CITY OF FORT WAYNE, INDIANA

BY:

Robert E. Armstrong, Mayor

ATTEST:

Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, ChairmanEthel H. LaMar, MemberMax G Scott, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1979.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
 - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

17 RE:

WAGE SCALE

 CORK: S-SKILLED
 SS-SKI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

So, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARD BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADE OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TANSTRA (BUILDING)
(HIGHWAY)

CLASS	RATE PER HR.	P.W.	REF.	VAC.	APP.	MISC.
S	12.60	55%	1.25			31f
S	13.25	1.17%	1.00		3c	
S	11.14	45	50		1	41f
S	10.87		6%		8	21f
S	10.23	60	60		5	21f
S	9.70	75	89		1	
S	12.35	50	3%+49		6	
S	11.63%	10%	69	8%	6	
S	10.79		25	40	4	25% holiday 25% security
S	11.60	90	1.20		2	21f
S-SS US	7.70-8.70	70	50		9	
S-SS US	8.30-9.15	70	70		9	
S-SS US	7.60-8.40	70	50		9	
S	10.51		50		1	21f
S	11.22		63		8	21f
S-SS US	8.10-11.50	55	65		9	
S-SS-SS US	8.16-10.87	55	65		8	
S-SS-SS US	8.59-11.57	75	65		10	
S	9.25-10.25	50	65		12	6% sec.
S	10.08	60	80			
S	12.60	55	90		7	41f
S	8.75-10.80					
S	10.90		10			
S	12.09	50	60		10	39% sec. 141f
S-SS US	9.18-10.13	55.00%	31.00%			
S-SS US	8.75-9.75	57.50%	31.00%			

If any CLASSIFICATIONS are OMITTED in the ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF JULY, 1977

 REPRESENTING COUNCIL, STATE OF INDIANA

 REPRESENTING THE AWARDING AGENT.

 REPRESENTING STATE A.F.L. & C.I.O.

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Ground Service, Inc.

(Name of Contractor)

8400 Leo Road, Fort Wayne, In. 46825

(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and United States Fidelity & Guaranty

(Name of Surety)

Baltimore, Maryland

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of one hundred seventy-three thousand three hundred sixty-two and fifty hundredths Dollars (\$173,362.50) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the

_____ day of _____, 19____, for construction of:

A Sanitary sewer to serve Crestholme Amended Addition and parts of Hartman's Outlots and neighboring areas, all construction to be within parts of the Southeast Quarter, Section 8 and the Southwest Quarter, Section 9 in Wayne Township, Allen County, Indiana.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11024, Sheet(s) 1 through 13 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3
(number)

counterparts, each one of which shall be deemed an original, this 12
day of April, 19 79.

ATTEST:

Gordon McHenry Jr.
(Principal) Secretary

[SEAL]

Donald W. Buchanan
(Witness as to Principal)

201 W. Wayne St.

(Address)

Fort Wayne, In. 46802

ATTEST:

(Surety) Secretary

[SEAL]

Lane J. Ross
Witness as to Surety

201 W. Wayne St.

(Address)

Fort Wayne, In. 46802

Ground Service, Inc.

(Principal)

BY: Gordon McHenry [S]

8400 Leo Road

(Address)

Fort Wayne, In. 46802

United States Fidelity & Guaranty
Surety

By

Donald W. Buchanan
Attorney-in-Fact

201 W. Wayne St.

(Address)

Ft. Wayne, In. 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Ground Service, Inc.

(Name of Contractor)

8400 Leo Road, Fort Wayne, In. 46825

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)and United States Fidelity & Guaranty
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of one hundred seventy-three thousand three hundred sixty-two and fifty hundredths Dollars (\$173,362.50) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19____, for the construction of:

A sanitary sewer to serve Crestholme Amended Addition and parts of Hartman's Outlots and neighboring areas, all construction be within parts of the Southeast Quarter, Section 8 and the Southwest Quarter, Section 9 in Wayne Township, Allen County, Indiana.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No.SY-11024, Sheet(s) 1 through 13 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed 3 counterparts,
(number)
each one of which shall be deemed an original, this 12 day of
April, 1979.

ATTEST:

Gordon McHenry Jr.
(Principal) Secretary

[SEAL]

Ground Service, Inc.
Principal

By Gordon McHenry Jr. [S]
8400 Leo Road
(Address)

Fort Wayne, In. 46825

David R. B. [Signature]
Witness as to Principal

201 W. Wayne St.
(Address)

Fort Wayne, In. 46802

ATTEST:

(Surety) Secretary

[SEAL]

Lance J. Ross
Witness as to Surety

201 W. Wayne St.
(Address)

Fort Wayne, In. 46802

United States Fidelity & Guaranty
Surety
By [Signature]
Attorney-in-Fact

201 W. Wayne St.
(Address)

Fort Wayne, In. 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

GENERAL POWER OF ATTORNEY

No. 87671

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of the City of Fort Wayne, State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever that any one of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Leonard Shirley

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 28th day of March, A. D. 1977

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus
Vice-President.

(SEAL) (Signed) John C. Vaeth, Jr.
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 28th day of March, A. D. 1977, before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John C. Vaeth, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John C. Vaeth, Jr. were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1978.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 28th day of March, A. D. 1977

(SEAL) (Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

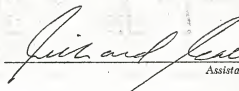

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) April 12, 1979


Assistant Secretary


Property Owners & Address

Lot #

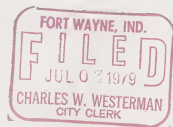
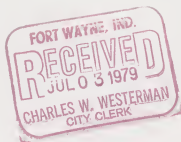
Lot Address

(4) Allen, Beatrice 2535 Callman	Lot 10 W.129' of S.½	2535 Callman
(14) Barrand, Randy L. 2425 Callman	Lot 7, W.½ Lot 8, N.½ of W.½	2425 Callman 2505 Callman
(8) Barrand, Richard D. 2511 Callman	Lot 8, S.½ of W.½	2511 Callman
(22) Bredemeyer, William 1725 Reckeweg	Lot 32	4030 Covington
Byer, Clifford O. 4106 Geneva	# 16 # 19 Lot 35, S. of N.131.5' Lot 35, N.131.5'	4106 Geneva 4107 Country Club Rd.
Cramer, Robert D. 5715 Bluffton Rd.	Lot 6, N.½	2418 Ardmore
(21) Fisher, Robert 4040 Covington	Lot 33	4040 Covington
Kimmel, Fred 3817 Taylor	Lot 1	3817 Taylor
Kruse, F. H. 3926 Covington	Lot 15	3926 Covington
(1) Lembach, Thomas G. 3818 Covington	Lot 9 Lot 10, S.½-W.129'	2523 Callman 3810 Geneva
LHD Realty Indianapolis, Ind.	Lot 6, S.½	2422 Ardmore
Miller, Clayton F. 4022 Geneva	Lot 28	4022 Geneva
(20) Miller, Eileen 4128 Geneva	Lot 34, SW Corner	4128 Geneva
(5) Miller, John W. 2527 Callman	Lot 10, N.½	2527 Callman
Mills, Walter R. 2306 Ardmore	Lot 2, exc. W.125' Lot 3	2306 Ardmore Ardmore (vacant lot)
Osborne, H. D. 3204 Covington	Lot 34, exc. SW Corner # 15	4115 Country Club Rd.
Rhodes, Jack 403 Archer	Lot 2, W.125'	Ardmore (vacant lot)
Sarles, Colonel N. 7804 Smith	Lot 4 Lot 22 Lot 23	2324 Ardmore 2326 Callman Callman (vacant lot)

Property Owners & Address	Lot #	Lot Address
Schultz, Robert L. c/o Rick Barrand 2414 Callman	Lot 20	2414 Callman
⑥ Sims, Kenneth Blair 2428 Callman and 3809 Geneva	Lot 18 Lot 19 Lot 27	2504 Callman 2428 Callman 2500 Stoner
Sims, Melvin J. 4018 Covington	Lot 30	4018 Covington
③ Sims, O. M. c/o Amanda Sims 3809 Geneva	Lot 11 Lot 17 Lot 29	3809 Geneva and 3804 Covington and 3818 Covington 2522 Callman Covington (vacant lot)
Sims, Robert C. 3908 Covington	Lot 13	3908 Covington
Spice, S. G. 3920 Covington	Lot 14	3920 Covington
Stoner, Chester 2406 Stoner	Lot 24 Lot 25 Lot 26	2406 Stoner Stoner (vacant lot) Stoner (vacant lot)
⑬ Truelove, F. H. 2412 Ardmore	Lot 5	2412 Ardmore
⑫ Truelove, Harold J. 2408 Callman	Lot 21	2408 Callman
Wine, Charles A. 2534 Callman	Lot 16	2534 Callman
⑮ Zartman, Eward 3824 Covington	Lot 12	3824 Covington
⑪ Zent, Emerson 4024 Covington	Lot 31	4024 Covington

Property Owners & Address	Lot #	Lot Address
Allen, Beatrice 2535 Callman	Lot 10 W.129' of S.½	2535 Callman
Barrand, Randy L. 2425 Callman	Lot 7, W.½ Lot 8, N.½ of W.½	2425 Callman 2505 Callman
Barrand, Richard D. 2511 Callman	Lot 8, S.½ of W.½	2511 Callman
Bredemeyer, William 1725 Reckeweg	Lot 32	4030 Covington
Byer, Clifford O. 4106 Geneva	Lot 35, S.of N.131.5' Lot 35, N.131.5'	4106 Geneva 4107 Country Club Rd.
Cramer, Robert D. 5715 Bluffton Rd.	Lot 6, N.½	2418 Ardmore
Fisher, Robert 4040 Covington	Lot 33	4040 Covington
Kimmel, Fred 3817 Taylor	Lot 1	3817 Taylor
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Lembach, Thomas G. 3818 Covington	Lot 9 Lot 10, S.½-W.129'	2523 Callman 3810 Geneva
LHD Realty Indianapolis, Ind.	Lot 6, S.½	2422 Ardmore
Miller, Clayton F. 4022 Geneva	Lot 28	4022 Geneva
Miller, Eileen 4128 Geneva	Lot 34, SW Corner	4128 Geneva
Miller, John W. 2527 Callman	Lot 10, N.½	2527 Callman
Mills, Walter R. 2306 Ardmore	Lot 2, exc. W.125' Lot 3	2306 Ardmore Ardmore (vacant lot)
Osborne, H. D. 3204 Covington	Lot 34, exc. SW Corner	4115 Country Club Rd.
Rhodes, Jack 403 Archer	Lot 2, W.125'	Ardmore (vacant lot)
Sarles, Colonel N. 7804 Smith	Lot 4 Lot 22 Lot 23	2324 Ardmore 2326 Callman Callman (vacant lot)

Property Owners & Address	Lot #	Lot Address
Schultz, Robert L. c/o Rick Barrand 2414 Callman	Lot 20	2414 Callman
Sims, Kenneth Blair 2423 Callman and 3809 Geneva	Lot 18 Lot 19 Lot 27	2504 Callman 2428 Callman 2500 Stoner
Sims, Melvin J. 4018 Covington	Lot 30	4018 Covington
Sims, O. M. c/o Amanda Sims 3809 Geneva	Lot 11 Lot 17 Lot 29	3809 Geneva and 3804 Covington and 3818 Covington 2522 Callman Covington (vacant lot)
Sims, Robert C. 3908 Covington	Lot 13	3908 Covington
Spice, S. G. 3920 Covington	Lot 14	3920 Covington
Stoner, Chester 2406 Stoner	Lot 24 Lot 25 Lot 26	2406 Stoner Stoner (vacant lot) Stoner (vacant lot)
Truelove, F. H. 2412 Ardmore	Lot 5	2412 Ardmore
Truelove, Harold J. 2408 Callman	Lot 21	2408 Callman
Wine, Charles A. 2534 Callman	Lot 16	2534 Callman
Zartman, Evard 3824 Covington	Lot 12	3824 Covington
Zent, Emerson 4024 Covington	Lot 31	4024 Covington



Dear Public officials,

Here is a
petition against the Ardmore -
Covington Sanitary Sewer Project.
About 75% of the affected residents
have signed against the sewer
project. We ask that Council
stop this expensive project as
the residents cannot afford this
project by either cash basis or
barnett bond.

Sincerely,
Thomas G. Lemback

Ardmore - Covington Sewer
 We, the following people affected
 by the Ardmore Covington Sanitary
 Sewer Project petition against
 said sewer project and ask that
 septic conditions as present remain
 in and as is, condition.

- Total of 23 checked
 as to - Property owner & address - and
 1 (one) Name in petition No. 14
- ✓ 1 Thomas L. Lemberch 3818 Covington Road - Lot 10 R. 9
 - ✓ 2 Mr & Mrs John Lemberch 3818 Covington Rd
 - ✓ 3 Mrs Amanda Sims 3809 Geneva St. Lot 18-17
 - ✓ 4 Beatrice Allen 2555 Callman Lot 20
 - ✓ 5 Mr & Mrs John W. Miller 2597 Callman Ave. Lot 10 N. 2
 - ✓ 6 Kenneth Sims 2504 Callman Ave. Lot - 18-19 27
 - ✓ 7 Ruth Sims 2478 Callman Ave all in hand
 - ✓ 8 Richard D Barrard 2511 Callman Ave. Lot 8 5 1/2 of N 1/2 in Name of Randy
 - 9 Joan D. Barrard 2511 Callman Ave
 - 10 Diane L Barrard 2425 Callman
 - ✓ 11 Ricky A Barrard 2414 Callman
 - ✓ 12 Harold F. Ducloux 2408 Callman Ave. Lot 21
 - ✓ 13 Geoya H. Mulove 2412 Ardmore Ave Lot 5
 - ✓ 14 Randy L. Barrard 2505 Callman Lot 8 2425 Lot 8 34 1/2 W 1/2 in Name of C. O. Peyer
 - 15 Mr & Mrs Ed. Tidewood - 4115 Country Club Rd. Lot 35
 - 16 Betty Barrett 4166 Geneva St. Name in C. O. Peyer
 - ✓ 17 Mrs Cameron 4224 Covington Rd. St. Wayne Lot 31
 - ✓ 18 Mr & Mrs Edward Zolman 3824 Covington Rd. St. Wayne Lot 12
 - ✓ 19 Mr & Mrs James Long 4107 Country Club Rd. Name of C. O. Peyer
 - ✓ 20 Edwin L. Miller 4128 Geneva Ave. Lot 34 J. Warner
 - 21 Mr & Mrs Robert C. Fisher 4040 Covington Rd. Lot 33
 - 22 Mr & Mrs I. O. Henry 4030 Covington Lot 32 Name in R. W. Pendergast
 - 23 James A. Shaw 3804 Covington Rd. Lot 11 Name in O. M. Sims

23
 36 - Lot
 impression

This petition constitutes approximately
 75% of the affected residents.

CLERK'S ACKNOWLEDGEMENT

Acknowledgement of Petition - regarding Ardmore/Covington Sewers:

We the following people affected by the Ardmore/Covington Sanitary Sewer Project petition against said sewer project and ask that septic conditions as present remain in an, as is, condition: (Petition attached to ordinance). This petition was presented by Thomas G. Lemback, at the office of the City Clerk on July 3, 1979, was submitted by the City Clerk to the Common Council and attached to Bill NO. S-79-06-30, on July 3, 1979. Said petition affected some 30 properties with improvements regarding the Ardmore/Covington Sewers. A total of 23 signatures were submitted, 13 of the signatures were found to be valid, and 10 of the signatures were found to be invalid (non-property owners).

ATTEST:


Charles W. Westerman
City Clerk

4507

TITLE OF ORDINANCE SPECIAL ORDINANCE - SEWER IMP. RES. NO. 304-78 CONTRACT FOR COVINGTON RD./
ARDMORE AVE. AREA

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-78-06-30

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 304-78, INTERURBAN ACRE
ADDITION, CRESTHOLME AMD. ADDITION & HARTMAN'S OUTLOTS (COVINGTON RD./ARDMORE AVE.

SANITARY SEWER CONSTRUCTION IN AMOUNT OF \$173,362.50. GROUND SERVICES, INC., CONTRACTOR FOR
THE PROJECT.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER AS PLANNED

EFFECT OF NON-PASSAGE INABILITY TO PROCEED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$173,362.50 FROM SEWER UTILITY WITH
REIMBURSEMENT BY PROPERTY OWNER AT TIME OF TAP IN

ASSIGNED TO COMMITTEE